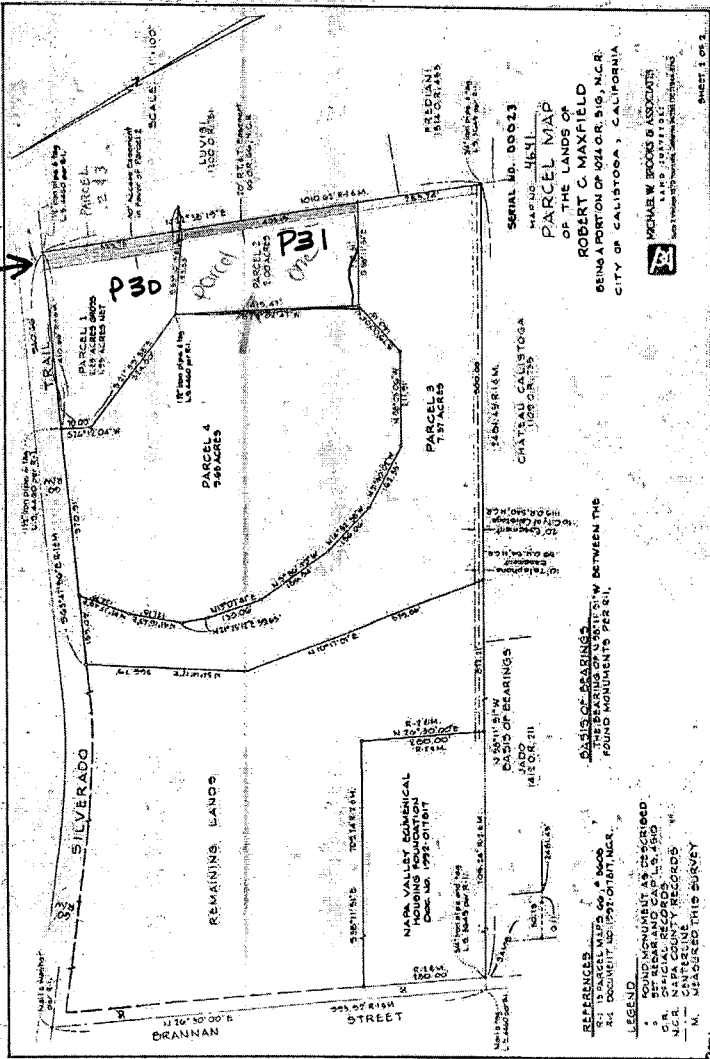


THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESS DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

19 PM 82
Easements





2002-0021275

RECORDING REQUESTED BY
NAPA LAND TITLE COMPANY
AND WHEN RECORDED MAIL TO

Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

REC FEE 13.00
TAX 385.00

Name AUGUST J. BRIGGS
Street Address 1911 Emerald Drive

City, State Zip Calistoga, CA 94515

08:00AM 23-May-2002 SS Page 1 of 3

Order No. 00303146-003-

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

City of CALISTOGA

unincorporated area

Parcel No. 011-050-031

Documentary Transfer Tax is \$ 385.00

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale
- realty not sold

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RESORT DEVELOPMENT COMPANY, a Washington State Partnership

hereby GRANT(s) to

AUGUST J. BRIGGS and SALLY R. BRIGGS, husband and wife, as Joint Tenants

the following real property in the City of CALISTOGA
County of NAPA, State of California:

See Exhibit A attached hereto and made a part hereof.

Dated: May 13, 2002

RESORT DEVELOPMENT COMPANY,
a Washington State partnership

STATE OF WASHINGTON
COUNTY OF KING

S.S.

M. Anne Comer
M. Anne Comer - General Partner

On May 15, 2002 before me, the undersigned,
a Notary Public in and for said County and State, personally appeared

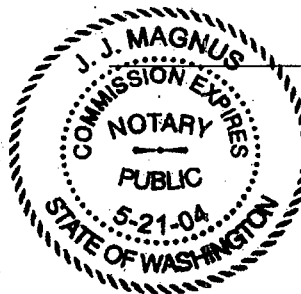
Jeff Dickinson
Jeff Dickinson, General Partner

M. Anne Comer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

STATE OF WASHINGTON
COUNTY OF KTNG } S.S.

On May 17th, 2002 before me, the undersigned,

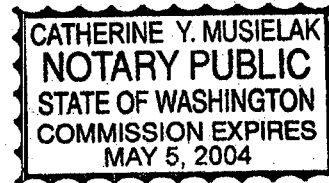
a Notary Public in and for said County and State, personally appeared

 Jeff Dickinson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature Catherine Y. Musielak



(This area for official notarial seal)

EXHIBIT "A"

PARCEL ONE:

Parcel Two as shown on the Map entitled, "Parcel Map of the Lands of Robert C. Maxfield", filed April 8, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

PARCEL TWO:

An easement for ingress and egress over the Southeasterly 40' of Parcel One as shown on the Map entitled "Parcel Map of the Lands of Robert C. Maxfield", filed April 8, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

APN: 011-050-031

LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Calistoga, County of Napa, State of California, and is described as follows:

PARCEL ONE:

Parcel Two as shown on the Map entitled, "Parcel Map of the Lands of Robert C. Maxfield", filed April 08, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

PARCEL TWO

An easement for ingress and egress over the Southeasterly 40' of Parcel One as shown on the Map entitled 'Parcel Map of the Lands of Robert C. Maxfield', filed April 08, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records, as granted in the document recorded May 23, 2002 as Series Number 2002-0021275 of Official Records of Napa County.

PARCEL THREE:

A non-exclusive easement for driveway, storm drain, underground utilities and a free standing identification/directional sign as granted in the document recorded May 29, 2002 as Series Number 2002-0021999 of Official Records of Napa County.



2002-0021999

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

REC FEE 40.00

PAUL J. DOHRING, Esquire
THE LAW OFFICES OF PAUL J. DOHRING
1220 Washington Street
Calistoga, California 94515

02:40PM 29-May-2002 CW
Page 1 of 12

303146 - Acc.com

EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into on this 21st day of May, 2002, by and among
RESORT DEVELOPMENT COMPANY, a Washington State Partnership (hereinafter
"Grantor") and AUGUST J. BRIGGS and SALLY R. BRIGGS (hereinafter collectively
"Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of that certain real property known as Parcel
30, on Silverado Trail, in Calistoga, California, Napa County Assessor's Parcel No.011-050-030
(hereafter referred to as the "Servient Tenement") and more fully described on Exhibit "A"
attached hereto and made a part hereof; and Grantee is the owner of that certain real property
known as Lot 31, on Silverado Trail, in Calistoga, California, Napa County Assessor's Parcel
No.011-050-031 (hereafter referred to as the "Dominant Tenement") and more fully described on
Exhibit "B" attached hereto and made a part hereof.. The Dominant Tenement is currently
serviced by an easement, which is more fully described as follows:

An easement for ingress and egress over the southeasterly 40' of Parcel One of the
Map entitled "Parcel Map of the Lands of Robert C. Maxfield", filed April 8,
1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

B. WHEREAS, Grantee desires to acquire from Grantor additional easement rights within the existing easement described above for the installation of a storm drain, underground utilities and a free-standing identification/directional sign.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT: Grantor grants to Grantee an Easement, on the terms set forth in this Agreement.
2. CHARACTER OF EASEMENT: The Easement granted in this Agreement is appurtenant to the Dominant Tenement and within the existing easement described above.
3. DESCRIPTION OF EASEMENT: The Easement granted in this Agreement shall be for driveway purposes and the installation and maintenance of a storm drain, underground utilities and a free standing identification/directional sign. Grantee agrees to locate the driveway directly adjacent to the southeasterly boundary of the Servient Tenement, subject to City of Calistoga requirements and setbacks. For purposes of this Agreement, "driveway purposes" means use for and by moving vehicular traffic for any purpose connected with the use of the Dominant Tenement. These driveway purposes do not include parking. No parking shall be permitted on the Servient Tenement. The sign shall be installed in accordance with the City of Calistoga's Sign Ordinance and it shall be located on the southeasterly boundary of the Servient Tenement, unless otherwise agreed to by Grantor.
4. TERM: This Agreement shall commence on the date first set forth above and shall continue for the entire period the Easement is in effect.
5. NONEXCLUSIVE EASEMENT: The Easement granted in this Agreement is

nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third parties, that does not interfere with Grantee's free use and enjoyment of the Easement.

6. RIGHT OF WAY IMPROVEMENTS AND MAINTENANCE: All parties to this Agreement hereby agree that any road installed under this Agreement shall be maintained to provide longevity and safety. The parties further agree that the cost of any improvements within, or maintenance of, the Easement required by local or state laws relating to public safety shall be the responsibility of the party whose development first causes the necessity of such improvements or maintenance. With the unanimous consent of all owners, the parties may, in the future, agree to increase the degree of improvement of the road.

7. ALLOCATION OF COSTS:

A. Ordinary and Usual Repairs and Maintenance. The cost of repairs and maintenance of the road required of the road from time to time due to ordinary wear and tear shall be shared by each owner of the property described in Exhibits "A" and "B" as follows: Prior to development of the Servient Tenement, Grantee shall be responsible for 100% of the costs of repairs and maintenance of the road. Upon Grantor benefiting from the use of the road following development of the Servient Tenement, Grantor and Grantee are each responsible for one half (1/2) of the costs of repairs and maintenance of the road.

B. Ordinary and Usual Repairs and Improvements. Except as specifically provided herein, no extraordinary repair, maintenance, rebuilding or improvements to the road or Easement shall be undertaken without the express written consent of all of the owners of the property described in Exhibits "A" and "B" hereto. The costs of any extraordinary repairs or improvements so consented to shall be shared in the manner set forth above pursuant to

paragraph 7. A.

C. Damage to Road by Parties to this Agreement. Should any of the parties to this Agreement, either individually or through the acts of their family members, guests, contractors or other hired help, cause unusual damage to the road, through accident or negligence, such responsible owner shall repair such damage promptly at his or her own expense. Upon establishment of the responsible owner, such responsible owner's failure to repair such damage within thirty (30) days may result in the work being accomplished in accordance with the regular maintenance procedures described in this document and such responsible owners shall reimburse all owners contributing to the cost of the work, plus interest at ten percent (10%) from the date of the expenditure and including reasonable attorneys fees and costs incurred in enforcing this paragraph.

8. LIABILITY:

A. Except for voluntary improvements undertaken pursuant to paragraph 9 herein, all parties shall equally share any liability for any personal injury or property damage to any worker employed to make repairs, improvements, or both, under this Agreement or to any third persons, resulting from or arising out of repairs, maintenance, or improvements undertaken pursuant to this Agreement.

B. None of the parties shall be obliged to share in and each of the parties shall indemnify, defend and hold harmless each of the other parties from any liability resulting from personal injury or property damage other than that attributable to the repairs, maintenance or improvements undertaken pursuant to this Agreement.

C. All parties shall be responsible for maintaining insurance coverage for such liability and indemnification.

9. VOLUNTARY IMPROVEMENTS: Voluntary improvements to the road by any party or parties to this Agreement may be made twenty (20) days after notifying all parties to this Agreement in writing of the scope of said improvements. Said improvements do not require any consent, majority or unanimous, of any other party to this Agreement, unless such voluntary improvement will impair any other party's right or ability to use the road. Voluntary improvements shall be improvements deemed by any property owner to facilitate or improve his or her personal use of or access to the road, including, but not limited to, widening turn radius, installing turns outs, livestock and deer guards, deceleration zones or altered rain drainage and driveway access.

10. BINDING EFFECT; OBLIGATIONS RUN WITH THE LAND: This Agreement shall run with the lands described in Exhibits "A" and "B" hereto and shall be binding upon and for the benefit of the parties hereto and their respective heirs, assigns and successors in interest.

11. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER: This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision. Each of the parties hereto has agreed to the use of the particular language of the provisions of this Agreement (and all attached exhibits), and any questions of doubtful interpretation shall not be resolved solely by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafts-person. The subject headings have been

inserted in this Agreement for convenience only and shall not be used to alter or interpret the content of this Agreement. The invalidity, illegality, or unenforceability of any provision contained in this Agreement shall not affect or render invalid, illegal or unenforceable the remainder of this Agreement.

12. ATTORNEYS' FEES. If any action or arbitration arising out of or relating to this Agreement, or a breach hereof, is initiated, then the prevailing party shall be entitled to receive from the other party the reasonable attorneys' fees, costs, and expenses incurred in such action or arbitration by the prevailing party.

13. ARBITRATION/SMALL CLAIMS COURT: In the event of any dispute or controversy under this Agreement, it shall be resolved at the election of the complaining party or parties by binding arbitration under the rules and procedures of the American Arbitration Association or by a complaint within the jurisdiction of the Small Claims Court.

14. VENUE AND CHOICE OF LAW: In any hearing, action or proceeding to enforce or interpret the provisions of this Agreement or to resolve any dispute under the terms hereof, whether by arbitration or otherwise, the same shall be venued and heard in the County of Napa and the terms of this Agreement shall be interpreted and governed by the laws of the State of California

15. RECORDATION: The parties intend that a fully executed original of this Agreement be recorded in the Official Records of the County Recorder of Napa County and hereby consent to the recordation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above mentioned

"Grantor":
RESORT DEVELOPMENT COMPANY, a
Washington State Partnership



By its Partner, M. Anne Comer



By its Partner, Jeff Dickenson

"Grantee":


AUGUST J. BRIGGS
SALLY R. BRIGGS

[ATTACH NOTARY ACKNOWLEDGMENTS]

STATE OF WASHINGTON
COUNTY OF KING

} S.S.

On May 22, 2002, before me, the undersigned,

a Notary Public in and for said County and State, personally appeared

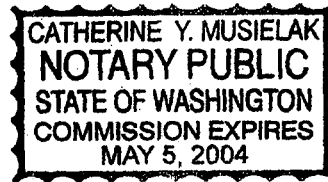
Jeff Dickinson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Catherine Y Musielak



(This area for official notarial seal)

STATE OF CALIFORNIA
COUNTY OF MARIN

} S.S.

On May 21, 2002, before me, the undersigned,

a Notary Public in and for said County and State, personally appeared

August J. Briggs and Sally R. Briggs

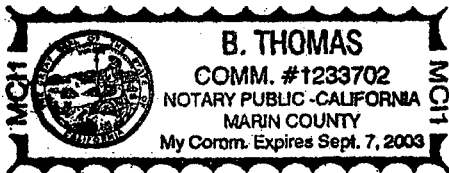
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature

B. Thomas

(This area for official notorial seal)



STATE OF WASHINGTON
COUNTY OF KING

} S.S.

On May 22, 2002, before me, the undersigned,

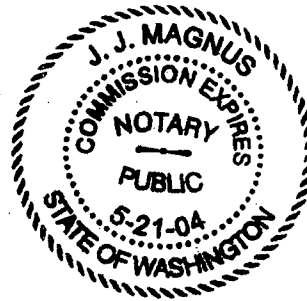
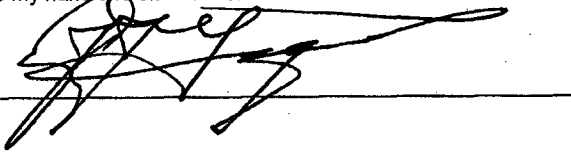
a Notary Public in and for said County and State, personally appeared

M. Anne Comer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

EXHIBIT "A"

Parcel 1 as shown on the Map entitled, "Parcel Map of the Lands of Robert C. Maxfield", filed April 8, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

APN: 011-050-030

END OF DOCUMENT

EXHIBIT "B"

PARCEL ONE:

Parcel Two as shown on the Map entitled, "Parcel Map of the Lands of Robert C. Maxfield", filed April 8, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

PARCEL TWO:

An easement for ingress and egress over the Southeasterly 40' of Parcel One as shown on the Map entitled "Parcel Map of the Lands of Robert C. Maxfield", filed April 8, 1993 in Book 19 of Parcel Maps at Pages 81 and 82, Napa County Records.

APN: 011-050-031